

1 THE HONORABLE ROGER ROGOFF

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7 SUPERIOR COURT OF THE STATE OF WASHINGTON
8 IN AND FOR KING COUNTY

9 LINCOLN C. BEAUREGARD,

10 Plaintiff,

11 v.

12 WASHINGTON STATE BAR
13 ASSOCIATION, a statutorily created entity,

14 Defendant.

NO. 19-2-08028-1 SEA

**SECOND DECLARATION OF
LINCOLN C. BEAUREGARD**

15 LINCOLN BEAUREGARD, being first duly sworn upon oath deposes and says

16 1. With this reply, the attached newly obtained evidence is also being publicly
17 revealed for the first time. Internal emails between certain BOG members demonstrate that
18 actions are being taken contrary to the best interests of the WSBA, ethical governance
19 principles, and likely in contravention of Washington's laws and public policy prohibiting
20 workplace harassment and retaliation. Specifically, select board members, such as PJ Grabicki,
21 Jean Kang, and Dan'L Bridges, have been engaging in self-dealing and horse-trading in a way
22 that should be highly concerning to the WSBA membership, the WSBA staff, the Washington
23 State Supreme Court and also to the general public:
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1 On Feb 18, 2019, at 6:23 PM, PJ Grabicki
2 <pjg@randalldanskin.com<mailto:pjg@randalldanskin.com><mailto:pjg@randallda
nskin.com>> wrote:

3 Dan

4 I have been working with Jean on our efforts, and have consulted with Suzanne, so
5 as not to trip over any hurdles. I copied Suzanne on this to get under an attorney
6 client umbrella.

7 Well, there appear to be three hurdles we have to get over before we can finally
8 address your issue.

9 —Kara's claim has to be settled and behind us. If we do your deal earlier, she will
10 erupt and not settle. That is, in her view, we embraced you when #he is the aggrieved
11 party.

12 —The staff needs to be handled first. If we do your deal first, the rebellion will be
13 off the charts. We will not get to resolution with them, and the publicity will be
14 something neither you nor the rest of us want.

15 —Paula's deal needs to be finalized. If we don't get that done and she proceeds to
16 litigation, having done the deal with you, containing admissions, it creates problems
17 and difficulty.

18 That being said, both Jean and I want to work to resolution of your situation in a
19 manner acceptable to you. We are both committed to doing that in good faith. Once
20 the three hurdles above are past us, we can do that.

21 So, I'm not going sideways on you. I still want to solve our issue. So does Jean.

22 I welcome your thoughts, as always. What say you?

23 PJ

24 * * *

25 On Feb 19, 2019, at 8:16 AM, PJ Grabicki
26 <pjg@randalldanskin.com<mailto:pjg@randalldanskin.com><mailto:pjg@randallda
nskin.com>> wrote:

So, does this change our thinking at all? I suspect not, but weigh in.

Sent from my iPad

1 Begin forwarded message:

2 From: Dan Bridges
3 <dan@mcbdlaw.com<mailto:dan@mcbdlaw.com><mailto:dan@mcbdlaw.com>>
4 Date: February 19, 2019 at 7:46:33 AM PST
5 To: PJ Grabicki
6 <pjg@randalldanskin.com<mailto:pjg@randalldanskin.com><mailto:pjg@randallda
7 nskin.com>>
8 Cc: Dan BOG
9 <danbog@mcbdlaw.com<mailto:danbog@mcbdlaw.com><mailto:danbog@mcbdlaw
10 w.com>>, "Jean Y. Kang"
11 <jeankang.wsba.bog@gmail.com<mailto:jeankang.wsba.bog@gmail.com><mailto:j
12 eankang.wsba.bog@gmail.com>>
13 Subject: Re: Claims

14 It seems like you are asking me to sign off on Kara's agreement and hope and trust
15 we work out my situation later. And if we cannot work that out, I'll be left hanging
16 having waived all my claims as to her. I trust you, jean, and essentially everyone
17 (with Only one exception) one-on-one completely. But would you do that if you
18 were me? I am not inclined to agree to that. we can address all of your concerns
19 without leaving me twisting in the wind. We need to address Kara's and my
20 situations simultaneously.

21 But, We can do our agreement separately and confidentially. she need not even
22 know of it. That addresses your point on Kara. Albeit, I don't buy that she will care
23 what we do as long as she gets a check. She is not going to refuse a check even if
24 the resolution said WSBA believes she fibbed.

25 On staff, That also goes for staff. I'm not going to tell them. All this can be
26 confidential until after you do the staff meeting. That would seem to address
27 concerns on staff.

28 On the paula thing, I'm not sure I see an entanglement there. She is one of the
29 ones who retaliated. Also, the facts are the facts. These things happened openly.
30 Saying it or not saying it does not change what happened.

31 But as a workaround for the paula thing, the "statement" of what happened could
32 be held until after whatever the date was we put in that paula has to have her
33 agreement in place. I figured that would be the case anyway.

34 So as bullet points:

35 A confidential agreement to do certain things AFTER the staff meeting, and
36 AFTER the date we put for the resolution of Paula's agreement, but with a drop dead
37 date so it does not linger on too long.

1 The agreement would not be shared with Kara's side. So, you may rip up that
2 draft agreement I created that was trilateral. We would have a separate, much much
3 shorter one.

4 I think that addresses the concerns? We need simply get this in place and agreed
5 confidentially and the action is taken later. WSBA gets past the things you mention,
6 then this piece already agreed goes forward.

7 Db

8 2. In addition to the other OPMA violations noted herein, these emails evidence
9 additional potential "harm" to me individually. It does appear from these emails as though an
10 alleged sexual harasser, is self-negotiating a payout to himself using WSBA dues, which were
11 paid, in part, by me. This self-dealing is occurring behind closed doors and without proper
12 adherence to public process. As a part a partial to these secret negotiations, it appears as though
13 select board members are simultaneously and secretly pre-determining important staff
14 management decisions, including the wrongful termination of Ms. Littlewood. Further, in the
15 attached emails, Governor Bridges is drafting his own misleading exoneration speech for
16 adoption by the entire BOG.

17 3. If this clandestine process was attempted in public and in adherence to the
18 OPMA, these actions would never stand. In this way, the additional personalized harm inflicted
19 upon me is the misuse of my portion of the WSBA dues paid during illegal negotiations
20 involving potential payouts to an alleged sexually harassing board member which
21 simultaneously involves the termination of the WSBA's much respected Executive Director.
22 Additionally, the offending board members are corroding the integrity of the organization to
23 which I must be a member in order to maintain gainful employment.
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**I declare under penalty of perjury under the laws of the State of Washington
that the foregoing is true and accurate to the best of my knowledge.**

DATED this 1st day of April, 2019 at Seattle, WA.

Lincoln Beauregard

Lincoln C. Beauregard